

**BEFORE SUBMITTING YOUR BID**

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
  - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
  - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Winthrop. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

**AND FOR FEDERAL AID PROJECTS**

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

**If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3430.**

**For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.**

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request. Please provide us an email address, so we can maintain the planholders list that both the industry and MDOT uses.**

**Additionally, the new Acknowledgement of Bid Amendment form will be placed in MDOT bid packages beginning with the 2/12/03 advertisements. After that date, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids.**

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Rebecca Pooler at [rebecca.pooler@maine.gov](mailto:rebecca.pooler@maine.gov).

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
Bid Guaranty-Bid Bond Form

**KNOW ALL MEN BY THESE PRESENTS THAT**\_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

Corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual place of

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of \_\_\_\_\_ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of \_\_\_\_\_

\_\_\_\_\_ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

*This should not be much of a change for those of you who use Federal Express or similar services.*

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

# INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

## The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

# NOTICE

The Department has revised the Disadvantaged Business Enterprise Proposed Utilization form and the procedure that has been used for the past several months for Contractors to submit the form.

The Apparent Low Bidder now must submit the form by close of Business (4:30 P.M.) on Bid day.

The new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Disadvantaged Business Enterprise Proposed Utilization Plan form will no longer be used. The new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOTs DBE Directory of Certified firms can also be obtained at [http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

# NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

# REQUEST FOR INFORMATION

Response By:\_\_\_\_\_ Date: \_\_\_\_\_



# CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section  
16 State House Station,  
Augusta, Me 04333-0016  
or  
Fax: 207-624-3431

Contractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ FEDERAL PROJECT # \_\_\_\_\_ LOCATION: \_\_\_\_\_

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = \_\_\_\_\_ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

\_\_\_\_\_  
\_\_\_\_\_.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.  
No DBE firms bid.

\*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.  
Directory of certified DBEs is available on MDOT's website: [www.state.me.us/mdot](http://www.state.me.us/mdot)

Equal Opportunity Use:

Plan received \_\_\_\_/\_\_\_\_/\_\_\_\_ Verified by: \_\_\_\_\_ Action: \_\_\_\_\_



## Office of Human Resources

### Equal Opportunity

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## MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

[http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

*It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.*

# STATE OF MAINE DEPARTMENT OF TRANSPORTATION

## NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for Statewide Geotechnical Drilling in the State of Maine" will be received from contractors at the Reception Desk, Temporary Transportation Building in Winthrop, Maine, until 11:00 o'clock A.M. (prevailing time) on **July 2, 2003**, and at that time and place publicly opened and read. Bids will be accepted only from contractors Who responded to the Departments RFQ for Geotechnical Drilling and Test Boring Services. All other Bids will be rejected unless they are accompanied by a Qualifications package. **MDOT is currently transitioning to provide for the option of electronic bidding. We now accept electronic bids for those bid packages posted on our electronic bid website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond for the electronic bid; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence. For those who chose to submit a paper bid alone, nothing has changed.

Description:, PIN 10519.16

Location: Statewide

Outline of Work: Shall consist of assisting the Departments Central Lab in Bangor to obtain soil samples for individual projects throughout the State of Maine, and other incidental work.

**List of items provided in this contract Package are estimated quantities only, and provided for determination of low bidder. There shall be no guarantee of a minimum amount of work under this subsequent Task Order Contract. Work will be ordered on an as needed basis. The Department will only pay for actual Items Installed at the cost per unit prices. The three firms with the lowest total bid will be selected to provide Geotechnical Drilling Services to the Department. The maximum value of work under each contract will be as follows:**

- **Firm with Lowest Acceptable Total Bid** **\$300,000.00**
- **Firm with 2<sup>nd</sup> Acceptable Lowest Total Bid** **\$250,000.00**
- **Firm with 3<sup>rd</sup> Acceptable Lowest Total Bid** **\$200,000.00**

For general information regarding Bidding and Contracting procedures, contact Bruce Carter at (207)624-3430. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Mark Alley** at (207)941-4533. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)287-3392.

Plans, specifications and bid forms may be seen at the Maine Department of Transportation, Temporary Transportation Building in Winthrop, Maine and at the Department of Transportation's Division Office in Bangor. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$12,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all bids.

Winthrop, Maine  
June 18, 2003

JOHN E. DORITY  
CHIEF ENGINEER

**ACKNOWLEDGMENT OF BID AMENDMENTS  
&  
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.state.me.us/mdot/project/design/schedule.htm>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, and to incorporate them into their Bid Package. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package. Failure to acknowledge receipt of all Amendments to the Bid Package will be considered a Non-curable Bid Defect in accordance with Section 102.11.1 of the Standard Specifications, Revision of December 2002.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)

**Bid Bond Validation Number** \_\_\_\_\_  
**(Applicable to annual bid bonds or electronic bid bonds.)**

Contractor \_\_\_\_\_

**GEOTECHNICAL EXPLORATIONS  
SCHEDULE OF ITEMS  
2003-2005**

<b>Item</b>	<b>Item Number</b>	<b>Approximate Quantities / Units</b>	<b>Price Per Quantity / Unit</b>	<b>Total Price Per Quantity / Unit</b>
Mobilization Land	659.12	40.0 EA.		
Mobilization Water	659.121	6.0 EA.		
Drill Rig for Land	631.40	450.0 HR		
Drill Rig for Water	631.401	100.0 HR.		
Total Bid				

Contract Number \_\_\_\_\_

**CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_  
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all Work ordered as specified or indicated in the Contract and Task Order Assignments including Extra Work in conformity with the Contract, for Geotechnical Explorations (Drilling) Projects throughout the State of Maine. The Work includes all drilling, seeding, mulch, planting, construction, and maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same. Work will be ordered by a written "Task Order" from the Department. Task Orders will include the quantities of items, location of work, maximum dollar amount, and the time schedule required to complete the work.

**B. Time.**

The Contractor agrees to complete all ordered Work within the timeframe outlined in the Task Order Assignments This Contract shall be for a two year period. Warranty work shall be covered under the establishment period as outlined in the Standard Specifications. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections

107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the low bidder only. However, unit prices will be used for assigning work under this contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined specifications of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and contained herein for construction of: Various Geotechnical Explorations (Drilling) services throughout the State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the

terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: To begin and complete the Work on the date specified in the contract Administrator's "Task Order Assignment" and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

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Date

---

(Signature of Legally Authorized Representative  
of the Contractor)

---

Witness

---

(Name and Title Printed)



### G. Award.

Your offer is hereby accepted for (see checked boxes) at the cost per unit prices as outlined in the corresponding "Schedule of Items".

<b>Contract # 1</b>	<b>\$300,000.00</b>	<input type="checkbox"/>
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<b>Contract # 2</b>	<b>\$250,000.00</b>	<input type="checkbox"/>
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<b>Contract # 3</b>	<b>\$200,000.00</b>	<input type="checkbox"/>
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This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

---

Date

By: David A. Cole Commissioner

---

Witness

**Contract Number** \_\_\_\_\_

**CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_  
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all Work ordered as specified or indicated in the Contract and Task Order Assignments including Extra Work in conformity with the Contract, for Geotechnical Explorations (Drilling) Projects throughout the State of Maine. The Work includes all drilling, seeding, mulch, planting, construction, and maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same. Work will be ordered by a written "Task Order" from the Department. Task Orders will include the quantities of items, location of work, maximum dollar amount, and the time schedule required to complete the work.

**B. Time.**

The Contractor agrees to complete all ordered Work within the timeframe outlined in the Task Order Assignments This Contract shall be for a two year period. Warranty work shall be covered under the establishment period as outlined in the Standard Specifications. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections

107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the low bidder only. However, unit prices will be used for assigning work under this contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined specifications of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and contained herein for construction of: Various Geotechnical Explorations (Drilling) services throughout the State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the

terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: To begin and complete the Work on the date specified in the contract Administrator's "Task Order Assignment" and complete the Work within the time limits given in the Special Provisions of this Contract.

Third: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

---

Date

---

(Signature of Legally Authorized Representative  
of the Contractor)

---

Witness

---

(Name and Title Printed)

### G. Award.

Your offer is hereby accepted for (see checked boxes) at the cost per unit prices as outlined in the corresponding "Schedule of Items".

<b>Contract # 1</b>	<b>\$300,000.00</b>	<input type="checkbox"/>
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<b>Contract # 2</b>	<b>\$250,000.00</b>	<input type="checkbox"/>
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<b>Contract # 3</b>	<b>\$200,000.00</b>	<input type="checkbox"/>
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This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

---

Date

By: David A. Cole Commissioner

---

Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (Name of the firm bidding the job) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of West Eastport, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is       (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)        
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.



Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Witness Sign Here)  
Witness

CONTRACTOR  
(Sign Here)  
\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Print Name Here)  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
(Witness)

BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**,  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of \_\_\_\_\_  
promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20....

WITNESSES:

Signature.....

Print Name Legibly .....

Signature .....

Print Name Legibly .....

SURETY ADDRESS:

.....

.....

.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....

Print Name Legibly .....

SURETY:

.....

Print Name Legibly .....

NAME OF LOCAL AGENCY:

ADDRESS .....

.....

.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business in \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly .....

SURETY:

Signature.....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS .....

TELEPHONE .....

## **APPENDIX A SPECIFICATIONS OF WORK TO BE PERFORMED (BORINGS)**

### **INTRODUCTION:**

This Contract is for geotechnical drilling work as defined herein for statewide projects specified by the department on a Task Order basis.

### **ARTICLE 1—SCOPE OF WORK:**

#### **1. Definitions**

- 1.1. **Contract Administrator** - The Department assigned administrative representative. Through his/her office all administrative contractual directives and interpretations will be communicated to the Contractor. When the Inspector is unavailable, the Contract Administrator may act in the Inspector's contractual role.
- 1.2. **Driller** - The authorized onsite representative of the Contractor. This person directs and performs the work for the Contractor.
- 1.3. **Inspector** - The Department assigned onsite representative. Through his/her office all directives will be communicated to the Contractor. In the absence of directives from the inspector, the contract administrator will provide directives. All specific judgmental decisions not given to the Contractor in this Contract, or for which the Contract is silent, will be made through the Inspector or the Contract Administrator.
- 1.4. **Task Order**- The letter of assignment sent to the contractor indicating the location and time frame of the work to be done, schedule for completing the work, project identification number (PIN), Items, quantities needed to complete the work, and a maximum amount of funds allotted to complete the work.

#### **2. Contractor Qualifications and Supervision**

##### **2.1. Driller Qualifications**

The Driller shall be skilled in soil/rock exploratory drilling methods. The Driller of each boring crew shall be responsible to assist in the determination of changes in the soil by recognizing visual changes in auger or wash boring cuttings, and/or changes in drill equipment response. The Driller shall advise the Inspector of any changes in soil strata or drilling conditions. The Driller shall also be competent to identify the recovered soil samples in accordance with the 1988 AASHTO Manual of Subsurface Investigations. The Driller shall be fully qualified in performing Standard Penetration Test (SPT) sampling, spoon samples, tube samples, and other undisturbed sampling, vane shear testing, and rock coring, also when working on environmental borings the drill crew shall have at a minimum of 40 hours of Hazardous Training.

If in the opinion of the Inspector or Contract Administrator the Contractor fails to provide qualified and experienced personnel who can perform the necessary services, then the Contractor, at no additional cost to the Department, shall provide qualified personnel capable of performing this work.

## **2.2. Supervision**

The work shall be performed under the supervision of the Driller. In general, no subsurface exploratory work shall be done in the absence of the Driller and the Inspector. The Contractor shall notify the Inspector or Contract Administrator at least twenty-four hours before commencing work.

## **3. Conducting the Work**

After commencing operations, the Contractor shall work continuously to complete the work, unless authorized by the Department to suspend it. If the Contractor is authorized to suspend work for their convenience, any mobilization or other related expenses shall not be charged to the Department. The Contractor shall prosecute the work in a neat, orderly, efficient, and diligent manner, and shall employ whatever methods are necessary to accomplish the work efficiently and in the shortest time possible.

The work may include borings in soil and bedrock, obtaining and preserving the integrity of acceptable soil and rock samples, preparing a report of the boring activities, and delivery of the report and samples as required by the Department. The soil portions of these borings may be advanced by drive and wash casing, hollow stem augers, solid stem augers, or coring, at the discretion of the Department.

The Contractor shall take precautions necessary to prevent damage to existing structures and conduits both above and below the ground, and to lawns, walks and pavements. Any damage to such pavements, utilities, or private property that the Department determines has resulted from the Contractor's negligence or carelessness shall be promptly repaired to the satisfaction of the Department. Digsafe arrangements shall be the responsibility of the Contractor unless otherwise stated in the individual Project Task Orders.

The Department shall approve the location of all stationary and mobile drilling equipment at the worksite. Upon completion of the Contractor's operations at each site, the Contractor shall remove its equipment and clear the area of all debris. All casings shall be withdrawn from drill holes or driven flush with the roadway surface as required by the Department.

The Department reserves the right, at any time during the life of the Contract, to determine the order in which remaining borings are taken, to eliminate borings from or add borings to and to increase or decrease the depth of any or all borings that were initially provided by the Inspector.

## **4. Inspecting the Work**

The Inspector or the Contract Administrator shall describe the drilling site and planned exploration program to the Contractor. The Contractor shall examine the site to determine if there are any question about the site or drilling program. The Contractor and the Inspector or Contract Administrator shall resolve any issues prior to the issuance of the Task Order assignment and the Contractor starting the work. The Contractor will commence work on the project on the date agreed to by the Contract Administrator and the Contractor as stated in the Task Order.

All of the work making borings, taking samples, logging the borehole, and the storing and disposing of samples, shall be in accordance with the requirements of these specifications and the direction of the Department and will be inspected by the Department at its discretion.

## **5. Safety**

When working in the Department's right of way, a minimum of 12 Traffic cones are to be used to protect the immediate work area and the Contractor's vehicles. The Inspector has the right to suspend the work if these safety devices are not provided and used by the Contractor. The Contractor shall not receive additional compensation for such suspensions.

## **6. Technical Requirements**

### **6.1. General**

The work to be done under this Contract consists of mobilization on land, water, and on railroad property, advancing auger and cased-hole borings, conducting rock core borings, obtaining and preserving the integrity of acceptable soil and rock samples, performing in-situ tests (e.g. Standard Penetration and vane shear tests), test boring inspection, and preparing logs of soil and rock explorations for Department projects. Breaking through pavements, bridge decks, sidewalks, frost line, ice, etc. and mobilization on water will not be considered extraordinary site preparations.

All work done under this Contract shall be in conformance the 1988 AASHTO Manual for Subsurface Investigations, current AASHTO standards, current ASTM standards, the specific conditions of this Contract, and site-specific requirements. The soil/rock exploratory drill methods described in the Technical Requirements section of this Contract are intended as a guide to the typical aspects of the work. The Inspector or Contract Administrator will direct the Contractor regarding specific project requirements.

The Inspector will provide the Contractor with the locations and requirements for soil borings. The Contractor can only change boring locations after having received authorization or direction from the Inspector. The Contractor shall confine his operation as closely as possible to each location where work is to be performed.

The Contractor shall complete the borings to the specified depths. Borings abandoned before reaching the required depth due to obstruction or other reasonable cause, not permitting completion of the boring by standard procedures, shall be replaced by a supplementary boring adjacent to the original and carried to the required depth. Samples shall be taken in the supplementary borings from the elevation at which the original boring was abandoned. The Contractor will be required to prepare a boring log for all abandoned test borings as well as those extended to the required depth. The Department makes no representation as to the character of the subsurface soil conditions through which the borings are to be advanced, or that any boring locations will be found free of obstructions.

Some borings may require cutting trees and vegetation for access and maneuvering. Such cuttings shall be kept to the absolute and minimum. The Contractor shall collect all cuttings caused by their operations and in accordance with instructions by the Inspector, distribute the brush portions of the cuttings in neat piles over the disturbed area and stack the wood portion in locations designated by the Inspector after the trees are cut into log lengths. Payment for these services shall be paid for at the contract hourly rate for "Drill Rig for Land".

When the work at each land borehole is completed, the hole shall be blocked and solidly filled in a manner to preclude any possibility of damage to property. Special provisions for backfilling boreholes on railroad property shall conform to railroad requirements. Boreholes within the limits of travel ways, shoulders, sidewalks and paved areas shall be backfilled and compacted with granular materials and brought to the grade of the adjacent surface and match the existing thickness of bituminous concrete or cement concrete, whichever is applicable. No separate compensation will be made for backfilling boreholes.

The Driller shall transport to the site, mobilize, and continuously utilize all material and equipment necessary to make the borings and observation wells, in-situ tests and other probes as required under this Contract. All such equipment and material shall be staffed and maintained in a condition acceptable to the Department from the commencement to the completion of the work. The Driller shall be responsible for utilizing the equipment to insure that the boring will maintain alignment, plumbness, and roundness during installation. The Contractor shall use only contaminant free drilling tools while boring. Any drilling tools or tools used down-hole shall be steam-cleaned before entering the site if the Contractor knows these tools may have been previously contaminated.

Some borings may require mobilizing and dismantling test boring equipment at railroad and highway structures, on railroad and highway embankments, rights of way and water bodies. The Contractor may also be called upon to mobilize their equipment off the traveled way, in water areas, wooded areas, and other difficult areas where directed by the Contract Administrator or Inspector. All borings shall be made where called for.

## **6.2. Equipment**

The borings shall be made using heavy-duty drilling equipment of a size and type designed to drill holes of the sizes and to the depths required in this Contract. Drill rigs shall have adequate capacity and power. They shall be specifically designed and manufactured for drilling, coring, and sampling soil and rock. Drilling units shall be equipped with a hydraulic feed. Drill rigs and tools that are not adequate in the opinion of the Department, will not be allowed. The Contractor shall provide casing and/or augers in quantities and sizes adequate for expeditious performance of the work. The Contractor shall not be compensated for time required to bring additional equipment and/or materials to the worksite that the Inspector determines were initially required to perform the work. The Department reserves the right to reject the

use of any Contractor provided items it determines are unsatisfactory for carrying out the work.

Prior to each project task order, the Contract Administrator will describe the work and will advise the Contractor of the required equipment. This advice shall not excuse the Contractor from providing and using the necessary equipment to perform the work. The Driller may use drilling fluids other than water only in those cases where it receives specific authorization from the Inspector. Precautions shall be taken to minimize spillage of any fluids or debris.

When the Task order requires drilling on water the Contractor shall provide a barge and crane to access the site. The barge shall be of sufficient size to safely carry the Contractor's drill rigs, crew, equipment, and the Inspector. The barge shall be set up in such a way as to be easily positioned on the required boring locations. The Contractor shall provide sanitary facilities for the crew and the Inspector. The crane shall be of sufficient size to safely swing the equipment and/or barge into position on the water.

### **6.3 Reports and Records**

The Department and its representatives shall have access to the work at all times. All work performed by the Driller shall be in accordance with the 1988 AASHTO Manual of Subsurface Investigations, current ASTM standards, the conditions of this Contract, and the requirements of the Department. All borings shall require logs and/or records. All information required for the completion of the log shall be provided to the Inspector by the Contractor during the drilling activities. Abbreviations shall not be used on the final logs. All boring logs shall be plotted at the same scale. Any logs made by the Contractor shall be preserved by the Contractor for future reference. All drilling shall also be logged by a representative of the Department who will be present to observe the Driller's work throughout their activity on the site.

When requested, the Driller shall submit daily progress reports to the Department for verification. The Driller shall maintain logs of all borings, sample depths, test results, and other information as described in this Contract. Failure to provide the required information may be considered breach of contract, and no compensation for the associated work will be given.

Typed copies of each boring log shall be forwarded to the Department within ten days after completion of each boring. Each log shall contain the following information:

- a) Boring or probe number, date boring was commenced and completed, the project location, the project name, the Project Identification Number (PIN), the driller's name, and the Inspector's name.
- b) Drilling method, borehole diameter.



- c) Elevation of the ground surface and the coordinate at the boring if the Department provides this information to the Driller. If coordinates are not available, the as-drilled location shall be determined by taped measurements from landmarks, and a sketch shall be provided.
- d) Depth below ground surface of each stratum of soil or rock encountered.
- e) Description of each stratum of soil or rock encountered in accordance with the 1988 AASHTO Subsurface Investigation Manual, including the character of the material and its degree of compactness; Rock Quality Designation (RQD) for each length of rock core obtained; core drilling time interval to drill each 0.3 m (1 ft) increment of rock core.
- f) Depth to the ground water table and the length of time after completion of the boring when measured. Also, record the daily water level readings, time when taken, and the casing depth at the time of the reading.
- g) Depth at which drilling fluid was lost if such loss occurs, amount of loss, and range of depth over which loss occurred. Similar data shall be recorded if artesian conditions occur.
- h) Depth at which samples were taken, and type of sample, sampler details, sample recovery, and penetration.
- i) All blow counts recorded during the standard penetration test, as specified, and length of recovery in tenths of feet; blow counts for casing advancement.
- j) Comments by the Driller covering any special conditions that were encountered.
- k) Location of the screened zone of each observation well, the depth range over which the well is sealed, and a list of materials used in the installation for each well.
- l) Information regarding other testing such as thin-walled tubes, vane shear testing, etc., which is relevant to the boring.

## **7. Soil Borings**

The Department intends to use either hollow-stem augers or casing above the bedrock surface. Standard split-spoon samples at 1.5 m (5-foot) intervals and at every change in stratum shall be taken as required by the Department. In addition, the Department may require that additional, or continuous, split-spoon samples are taken in strata of particular interest.

The specifications that govern each method are presented in subsequent sections. The Department shall select the method for advancing the borings.

The depth of the static water level in a boring shall be recorded and reported to the Inspector each morning before drilling starts on the hole.

**7.1. Borings Advanced by Auguring**

Augers will have continuous flights and hollow stems to allow for sampling through the auger. The internal diameter of the auger stem will be at least 9.4 cm (3.7 inches). The Driller will continue the boring until the required depth, refusal, or the bedrock surface is reached. In the case of a shallow refusal, the Inspector shall decide whether to move the equipment a short distance away and re-drill or to completely terminate the boring. The Driller shall record the estimated water level in the hole, the approximate soil log and the depth to refusal, if encountered, at the completion of each hole.

Some areas along proposed routes may have shallow surficial soils. The Contractor will conduct solid stem auger probe borings in these areas at the intervals and depths as required by the Department.

**7.2. Borings Advanced by Casing**

Cased borings shall be advanced by driving or spinning the casing to the required depth, and sampling will be as described in the section entitled "Split-Spoon Sampling." Washing ahead of the casing may be permitted if approved by the Department. The Department must approve water sources used by the Driller.

Casing shall have a minimum outside diameter (OD) of 11.4 cm (4.5 inches). With approval from the Inspector, casing having an OD of 8.9 cm (3.5 inches) may be used. The Contractor shall drive the casing with a free falling drop hammer weighing 136 kg (300 lb), and falling 41 cm (16 inches). Casing shall be driven into soil in five-foot intervals. After advancing the casing five feet, the Contractor shall wash the soil material out of the casing.

Each boring shall be advanced by using a cutting bit or by coring soil. Drilling fluid shall be forced down through the drill pipe and out through ports in the bit to carry the cuttings up and out of the boring. Water ports in the cutting bit shall be so arranged that there is no jetting action of the drill water ahead of the bit, and the minimum amount of water necessary to carry away the cuttings shall be used. A bottom-discharge bit will not be permitted, except in the case of a tricone bit. Jetting through an open-tube sampler and then sampling when the desired depth is reached shall not be permitted.

**8. Soil and Rock Sampling Methods**

**8.1. Split-Spoon Sampling**

The Driller shall locate and record the depth and elevation at which any change in stratification occurs and will obtain representative samples of each stratum as it exists in the ground, including its natural water content. Each sample shall be sealed in a sample jar as soon as it is removed from the ground, and packed so that it will reach the laboratory in a condition that is as near as possible as that in which it was

removed from the ground, without loss of water by evaporation or damage by breakage of containers, or other disturbance in transit. The Contractor shall provide the Inspector with packaging for samples.

Samples shall be taken using a 35 mm (1-3/8 inch) I.D. by 50 mm (2 inch) O.D. split-barrel sampler, as described in ASTM Designation D1586. The bottom of samplers shall be sharpened to form a cutting edge at its inside circumference. The cutting edge shall be maintained in good condition and replaced as required by the Department. The sampler shall be fastened to its drive pipe by a connection with a check valve that will permit the escape of water that is trapped above the sample as the sampler is driven into the soil, but that will close as the soil sample and sampler is withdrawn. The check valve should be inspected at frequent intervals to insure that it remains in satisfactory working order.

The drive weight assembly shall consist of a 64 kg (140 lb) weight, a driving head, and a guide permitting a free fall of 0.76 m (30 inches). The Department may require that the Driller provide a certificate describing the last date when the weight was weighed on a State-certified scale. Precautions shall be taken to ensure that the weight falls freely between the guides.

For standard sample borings, split-spoon samples shall be taken at every change of stratum and within a continuous stratum at intervals not exceeding every 1.5 m (5 feet), or as directed by the Department. For continuous sample borings, split-spoon samples shall be taken at intervals of 0.6 m (2 feet).

The following procedures shall be used in taking split-spoon samples. The boring shall be cleaned out to the sampling elevation with equipment that will ensure that the material to be sampled is not disturbed by the operation. Where casing is used, it shall not be driven below the top of the sampling elevation. The drill bit shall be withdrawn very slowly to prevent loosening of the soil around the casing. The water level in the boring shall be kept at the top of the casing at all times during the boring operation.

With the sampler resting on the bottom of the hole, the sampler shall be driven with blows from the 64 kg (140 lb) hammer falling 0.76 m (30 inches) until either 450 mm (18 inches) have been penetrated (except in the case of continuous sampling where 600 mm (24 inches) shall be penetrated) or 100 blows have been applied over a 150 mm (6-inch) drive. The rope used to lift the 64 kg (140-pound) weight shall be made of tightly wound hemp or other Department approved rope comprised of natural fiber. The rope should be wrapped twice around the cat-head drum while the number of blows for each 150 mm (6-inches) of penetration of the split-spoon sampler is being recorded.

For each sample, the number of blows required to effect each 150 mm (6 inches) of penetration or fraction thereof shall be recorded by the Driller. The first 150 mm (6 inches) is considered to be the seating drive. The sum of the number of blows required for the second and third 150 mm (6-inch) penetrations is termed the

"standard penetration resistance". If the sampler is driven less than 450 mm (18 inches), the standard penetration resistance is that for the last 300 mm (1 foot) of penetration. If less than 300 mm (1 foot) is penetrated, the log shall state the number of blows and the number of inches penetrated. Should an obstruction be encountered during split-spoon sampling, the Inspector may require the Contractor to obtain an additional sample once the obstruction has been passed.

The sampler shall be withdrawn very slowly so that a minimal head of drilling fluid will exist inside the rods, and so that there will be minimal suction created at the bottom of the sampler that will tend to cause loss of sample.

After the sampler is brought to the ground surface, the sample shall be carefully removed. The top of the sample will generally be disturbed due to the cleaning out of the casing and shall be discarded. Representative samples of each different type of soil shall be retained. Each part shall be placed immediately in airtight containers without ramming. Each container shall be labeled with the date, location and name of project, boring number, sample number, its depth below ground surface at the boring, sample recovery in tenths of feet, and all blow counts. If more than one type of soil is found in the sampler, for instance, part sand and part clay or alternating layers of such soils, the thickness and description of the individual layers shall be recorded in the log and representative samples of each soil type shall be placed in separate containers. The sample number, depth, and blow counts given on each container shall correspond to that portion of the sample contained in it. A jar shall be labeled for each sample attempt. If there is no recovery, it should be noted on the jar.

If a minimum recovery of 100 mm (4 inches) is not obtained, the Driller shall immediately attempt to take a second sample before sinking the casing to a greater depth. Overdriving the spoon to ensure sample recovery will be permitted only upon approval of the Department.

Practical Refusal shall mean failure of the sampler to penetrate at least 0.3 m (12 inches) when driven 120 blows using a 64 kg (140 lb) weight free-falling 0.76 m (30 inches). In each case, the Inspector shall determine that a Practical Refusal actually has been encountered. A Practical Refusal will not be accepted as the termination of a borehole above the depth required by the Inspector. When the resistance to penetration with soil boring tools, as defined as Practical Refusal, is encountered above the required depth, the borehole shall nevertheless be made to the required elevation. Should bedrock be encountered above the required depth, the borehole shall be completed as directed by the Inspector or Contract Administrator.

Sample containers shall be clear glass and have a mouth diameter of 80 mm (3 inches). Containers that are too large and permit undesirable disturbance of the sample in transit shall not be used. The Department will collect the samples at the site or direct the driller to ship the samples to some location. The Driller shall provide temporary storage for the samples at the site and protect them from freezing and excessive heat.

**8.2. Thin-Walled Tube Sampling**

The purpose of this type of sampling is to acquire relatively undisturbed soil samples for laboratory testing. Thin-walled tube samples may be required in the boring, at intervals designated by the Department. The need for thin-walled tube samples will be determined during drilling activities. The Driller shall conduct thin-walled tube sampling in accordance with the procedures and equipment described in ASTM Specification D 1587, "Thin-Walled Tube Sampling of Soils." Sample tubes shall have a 7.6 cm (3-inch) O.D., be made of 16 gauge steel, and be at least 450 mm (18 inches) in length unless otherwise designated by the Department. The tube shall be free of all scale or other deleterious material. Tubes with rusted surfaces shall not be used.

Prior to obtaining undisturbed samples, the Driller must remove any loose soil in the borehole. Care should be taken to maintain a full head of water in the casing during all drilling operations, including extraction of drill rods, preceding undisturbed sampling. The sample tube shall be pushed a minimum of 450 mm (18 inches). The sampler shall be pushed into the soil by a rapid, continuous movement without rotation. Under special conditions, the tube may be driven to obtain a sample. The Driller must obtain approval of the Department before driving the tube. If driven, the driller must record the number of blows required to drive the tube. Regardless of whether the tube is pushed or driven, the Driller shall record, in the log, the depth to which the tube was pushed or driven and the length of the recovered sample.

A rest period of not less than 15 minutes shall be required prior to withdrawing the sampler. The loaded tube shall then be rotated by turning the top of the drill rod. The Driller must withdraw the sampler from the formation as carefully as possible to minimize disturbance of the sample. The sample tube shall be immediately capped, taped, and sealed with wax to prevent moisture content change. Before sealing the tube, the Department may wish to trim back the sampled soil in the ends of the tube to perform pocket penetrometer or Torvane tests or to remove disturbed soils. The Driller must protect the samples from freezing and excessive heat until the Department collects the samples. The Driller shall clearly mark the sample tubes with depth, boring number, project number, sampler number, inches of recovery and date.

When undisturbed samples are taken over water, the Contractor shall have the necessary equipment to properly obtain undisturbed samples on water.

Tubes shall be handled and transported in accordance with ASTM D 1587. Tubes shall be maintained in a vertical, upright position at all times and shall be protected from vibration, shock, and freezing. Tubes shall be transported in the vertical position in a wood-framed box fashioned with openings and padding for multiple tubes.

**8.3. Vane Shear Test**

The in-place shear strengths of cohesive soils shall be measured by means of field vane shear tests. The Department shall provide the required vanes, rods and torque

wrenches. In place vane shear tests shall be performed using a calibrated torque wrench with a memory dial gage. The Contractor shall perform the boring related work, and the Inspector shall perform the vane shear test. In general, vane dimensions shall comply with ASTM D 2573, but the Department may use other vane sizes at its discretion.

When performing the vane shear test a full column of water shall be maintained in the casing as the drill tools are extracted. This head pressure shall be maintained throughout the soft soil strata sampling and testing to minimize disturbance and maintain sample integrity. In some instances, drilling mud can be used to replicate the weight of the soil column removed in the casing with the approval of the Inspector.

At the direction of the Inspector, the vane shear test shall be performed at depths of 0.3 m and 0.6 m (1 foot and 2 foot) below the bottom of casing before sampling with the SPT spoon. In the case of thin-walled tube sampling, vane shear testing 0.3 m and 0.6 m (1 foot and 2 foot) below the tube-sampling interval shall be conducted. The SPT spoon shall be advanced through the vane interval (and overdriven up to 0.3 m (1 foot)) after the vane test to collect a soil sample. The rate of vane rotation during the vane shear test shall be at a rate of about 1 minute per quadrant (90 degrees). Generally this produces failure in less than one minute. When the vane shear testing is complete, the Contractor shall advance the borehole in the usual manner.

Following the determination of the maximum torque the remolded shear strength shall be determined in the same manner after rapidly rotating the drill rods about 10 revolutions. The determination of the remolded strength should be started immediately after completion of the rapid rotation and in all cases within one minute after the remolded process.

During the vane shear test, the applied maximum torque should be noted on the boring log. The maximum torque shall be recorded in Newton-meters. A completed description of the apparatus and detailed dimensions of the vane shear tool shall be submitted with the test report.

The Contractor shall note on the logs events such as being unable to push or drive the vane into the soil below the bottom of the hole after lowering the drill rods and vane to the required depth, or if he is unable to rotate the vane to determine the maximum torque due to the stiffness of the soils or due to an obstruction.

#### **8.4. Rock Core Sampling**

Except as indicated below, rock shall be drilled and cores recovered and stored in accordance with ASTM D 2113. This type of sample is obtained after the casing has been sealed on the bedrock to prevent loose material from entering the casing, and to prevent the loss of drilling fluid, regardless of the type or types of material encountered. Core samples in bedrock shall be accomplished by the diamond bit

rotary drilling method. The minimum length of coring shall be 3 meters (10 feet) unless otherwise directed by the Inspector.

Core barrels shall be double tube type with non-rotating inner barrels of the Acker M series or Christensen C or D series, or as approved by the Department. The Driller shall use such equipment and procedures that HQ 64 mm (2 ½ inch O.D.), NQ 48 mm (1-7/8 inch O.D.), or NX 54 mm (2-1/8 inch O.D.) core samples can be obtained in all rock borings. The minimum diameter of acceptable core shall be NQ. Smaller core diameter sizes shall be used only if approved by the Inspector. Cores shall be pulled at intervals not exceeding 1.5 m (5 feet) unless the Inspector authorizes longer runs. Core shall be pulled at the first sign of blockage or grinding. Every effort and precaution shall be made by the Driller to ensure the best possible recovery and preservation of the rock cores. If core recovery is poor, the Driller shall make every effort to improve the recovery and sample quality by changing bit types, shortening runs, altering drilling rates, increasing drilling fluid circulation, or whatever other methods are required. The Department shall decide whether core is required for a particular boring, prior to commencing the hole so that an appropriate casing size is used. Cutting oil will not be used.

If core borings penetrate soil-filled seams, joints or cavities, where there is a sudden increase in the rate of drill penetration, the Driller shall notify the Inspector, and the Inspector may direct the Driller to withdraw the coring tools from the hole, and an attempt may be made to sample the zone using a split spoon sampler.

The core obtained in each drilling operation shall be placed in wooden or metal boxes, divided into separate compartments, each the interior length of the box and the width of the core obtained. Separate boxes shall be used for each boring. Core box covers shall be hinged and shall secure closed with two hooks and eyes. Core obtained shall be placed in these boxes in such a manner that the various strata are in the same relative position in the core boxes as they were in the ground. The order of placing core shall be the same in all boxes, progressing from the shallowest core at the upper left on the hinge line to the deepest core at the lower right, as with the sequence of words on a printed page. Using wooden blocks as spacers, the top end of each core, and the bottom of the last core, shall be clearly and permanently marked with its depth in feet and tenths of feet written on the wooden blocks in permanent ink. The inside of each box shall be marked on top with the project, PIN, boring number, date of run completion, core depths, recovery, and RQD. Both ends of the boxes shall be marked with the boring number, PIN, and project name.

Special care shall be taken to locate and note the depth and thickness of all clay or mud seams or cavities. These shall be clearly shown in each box and on the drilling log. Wherever a core is lost or at any known seam or cavity, a spacer shall be placed in the proper relative position in the core box. The spacer shall be the length of the core lost or the length of the missing core and the nature of the missing segment noted thereon (e.g., "lost core", "cavity", etc.). Any core which is removed from the box for testing or other purposed shall be replaced by a spacer, equal in length to the removed core, marked with the date, purpose, and name of the party responsible for

the removal. No core shall be removed from the box prior to the completion of geologic logging, and no core shall be removed at any time without the written permission of the geologist in charge of bedrock investigations. Wooden blocks, marked with the appropriate depths in feet and tenths, shall be inserted between each pull of core. The marking system shall be consistent for all borings, both for the logs and boxes used for core. The Department may request the Contractor to deliver core boxes to the Department's Central Laboratory in Bangor.

The Driller's log shall include the following items: boring number; date; project name; PIN; depth to top of start of coring; type of core barrel used; length of each drilling run; location of known seams or cavities; percent recovery for each drilling run; RQD; the time required to drill each 12 inch depth; the depth at which drilling water was lost (if any), the amount of loss (if any), the range of depth over which the loss occurred (if any); and the depth at which the water is regained (if any). Artesian conditions shall be recorded in a similar manner. The depth of static water level in a hole shall be recorded and reported to the Department each morning before drilling starts on the hole.

#### 8.5. **Packing and Shipping Samples**

The airtight containers used to store the split-spoon samples shall be packed in cardboard boxes designed for this purpose. Whenever possible, only samples from one boring should be placed in each box. These boxes should be handled carefully to prevent breakage of the airtight containers during shipment and to prevent freezing or excessive heating of the samples.

Thin-walled tubes shall be prepared for shipping using the method described in the section entitled "Thin-Walled Tube Sampling." Tubes shall be handled and transported in accordance with ASTM D 1587. The rock cores shall be packed and labeled as described in the "Rock Core Samples" section.

The split-spoon and rock core samples shall be shipped by the Driller to the storage facilities designated by the Department. All sample containers should be protected from freezing temperatures and excessive heat while in the custody of the Driller.

### **9. Observation Wells**

#### 9.1. **General**

Ground water observation wells may be installed by the Driller in borings as directed by the Department. The exact depths will be determined in the field by the Department.

Observation wells will be installed in cased boring holes or hollow-stem augers. Installation may require backfilling of the boring with clean sands to the desired well elevation.

#### 9.2. **Materials**



The following materials may be required for installation of an observation well. The particular combination of materials to be used will be determined by the Department in the field, and shall be incidental to the contract pay items.

- a) Washed concrete sand; less than 3% passing 200 mesh sieve; grain size approximately 0.4 to 2 mm or standard 20/40 Ottawa sand (ASTM Designation C190).
- b) Clean, bank-run, well-graded coarse to fine sand; less than 3% passing 200 mesh sieve.
- c) Betonies balls; Volclay KWK No. 33 or equal.
- d) Slotted Pipe; at each well location: 19 mm (3/4 inch) I.D. of Schedule 40, threaded joint PVC screen with 2.5 mm (0.010 inch) slot size in 1.5 m (5 foot) lengths and one cap for the bottom of each 1.5 m (5 foot) screen length.
- e) Riser Pipe; at each well location: 19 mm (3/4inch) I.D. of Schedule 40, threaded joint PVC pipe in lengths convenient for the Driller to use with one cap for the top of each observation well.
- f) Surface Casing (road box) or Protective Casing; The road box is made up of steel protector pipe 300 mm (12 inches) long (minimum) and 100 mm (4 inch) I.D. having a steel shoulder and threaded 150 mm (6 inch) O.D. cap that locks in place. The protective casing is made up of a 100 mm (4 inch) I.D. steel pipe, 2.1 m (7 feet) long, and equipped with hinged caps and hasps, with a lock.

### 9.3. **Installation**

In selected borings, one observation well may be installed at the depth designated by the Department. Installation may require backfilling of the boring with clean sands and other materials to the desired well elevation.

The installation of the observation well shall proceed as follows:

- a) Pour enough medium sand into the casing to obtain 300 mm (1 foot) of thickness and wait until it settles to the bottom of the borehole. If the observation well is being installed above the surface of bedrock, bump out the casing/auger an amount equal to the thickness of the sand placed. The depth to the top of the sand shall be measured.
- b) Lower the observation well (a 1.5 m (5 foot) length of PVC screen, plugged at the bottom and PVC riser pipe) into the borehole and allow it to rest on the sand cushion described in (a) above. The riser pipe should extend 900 mm (36 inches) above the ground surface. Special care shall be taken to ensure that all connections are watertight, but PVC cement shall not be used.
- c) Pour medium sand into the borehole between the casing and riser pipe in increments of 150 to 300 mm (6 to 12 inches), bumping the casing back after each

increment if the well is installed above bedrock. Continue this procedure to a height of 300 to 600 mm (12 to 24 inches) above the slots in the PVC pipe; agitate and allow the sand to settle. Backfilling shall be accurate, and verified by measurement in increments specified by the Department. Care must be taken to allow adequate time for the sand to settle before a measurement is made.

d) Above the sand layer described in (c) above, place a seal of bentonite, as directed by the Department. The bentonite seal shall consist of a minimum of 300 mm (12 inches) of bentonite balls. The depth to the top of the seal shall be measured.

e) Above the seal that immediately overlies the well screen, place coarse to fine sand in 1.5 m (5-foot) intervals, then tamp with a drilling rod or other implement to increase compaction. After every 3 lifts of 1.5 m (5 foot) sand placement, which shall be coupled with simultaneous bumping back of the casing when the sand reaches the bottom of the casing, a 300 mm (12 inch) layer of bentonite balls shall be placed as described in (d) above.

f) Wells will require protection by either a grade level road box or protective casing. When the drill casing is within 1 foot of ground surface, it shall be removed and replaced with a 100 mm (4 inch) minimum steel protector pipe (road box), which shall extend 300 mm (1 foot) below ground surface. The road box will be cemented in place using sufficient cement to mound the road box 50 mm (2 inch) above grade, prohibiting the detention or inflow of surface water. When protective casing is used, the Driller shall set the height of the casing so that water level measurements or water sampling may be conducted without difficulty.

g) All observation wells shall be left in place and become the property of the Department.

The Contractor shall be responsible for any materials not provided by the Department for the installation of observation wells or any other leave in place structures. These items shall be incidental to the contract pay items.

## **10. Mobilization**

Mobilization of each boring rig on land, regardless of type, shall include preparation for the work, dismantling the equipment, Driller, helper, all equipment, supplies and materials required to perform the work.

Mobilization of each boring rig on water, regardless of type, shall include preparation for the work, dismantling the equipment, Driller, helper, all equipment, supplies, and materials required to perform the work. The rig(s), and all personnel, equipment, supplies and materials shall be transported to and from the landside staging area.

The Contractor shall provide a barge, and a means for moving it from boring site to site and a crane for loading the rig and equipment onto and off of the barge. The barge shall be of sufficient size to safely carry the Contractor's drill rigs, crew, equipment, and Inspector. The

barge shall also be set up in such a way as to be easily positioned on the required boring locations. The crane shall be of sufficient size to safely swing the equipment and/or barge into position on the water. The Contractor shall provide sanitary facilities for the crew and the Inspector. Payment for these items shall be incidental to Mobilization Water.

Mobilization does not apply to moving from boring location to boring location on a work site.

## **11. Method of Measurement**

Drill Rig for land will be paid for at an Hourly Rate payment and is total reimbursement for all resources necessary to perform the item of work during the hours that the item is underway. Observation well materials, drill mud and other materials shall be incidental to the drill Rig for Land Items. The Contractor and the Inspector shall keep records of the Contractor's time for performing the work.

Drill Rig for Water will be paid for at an Hourly Rate. Payment is total reimbursement for all resources necessary to perform the item of work during the hours that the item is underway, including the barge and transportation to and from the site, Observation well materials, drill mud and other materials shall be incidental to the drill Rig for water Items. The Contractor and the Inspector shall keep records of the Contractor's time for performing the work.

All Contractor provided services, including mobilization, for both land work and water work shall be provided at the bid prices for these services. Inspector authorized standby time shall be paid at the contracted hourly rate. The Contractor shall not be compensated for unauthorized standby time (e.g. breakdowns). The Inspector or Contract Administrator shall have sole authorization in deciding whether standby time shall be paid.

## **ARTICLE 2—ITEMS PROVIDED AND/OR COMPLETED BY THE DEPARTMENT:**

### **1. Department Provided Resources**

The Department shall provide an Inspector, flaggers and traffic control personnel and traffic control signing. The Department shall provide the vanes, rods, and torque wrenches to conduct the tests for field vane shear testing.

### **2. Contractor Provided Resources**

The Contractor shall provide a Driller, a helper and all equipment, tools, supplies and other materials to perform the boring operations in conformance with the Contract requirements. The Contractor will be expected to conduct subsurface borings at a minimum of 8-hour days, 5 days per week unless prior arrangements are made with the Department. The Contractor shall provide sample containers and sample boxes, as described in the "Soil and Rock Sampling Methods" section of this Contract that are acceptable to the Department. The Contractor shall assist the Inspector in gathering soil test data and particularly with field vane shear testing. These Items are also considered incidental to the drill Rig items

The Contractor may be required to provide more than one rig on a project. The Contractor shall provide up to two drill rigs at any one time if directed by the Inspector or the Contract Administrator. If the Contractor fails to provide sufficient drill rigs, equipment and personnel to perform the work as directed; such failure may be considered by the Department to be a breach of this Contract.

### **ARTICLE 3—BASIS OF PAYMENT**

The Contract Hourly Rate for each item shall include full compensation for all materials, labor, tools, equipment, consumable supplies, insurance, incidentals, overhead and profit to perform the required work, and for the preparation and delivery of all reports and the properly preserved soil and rock samples in accordance with the requirements of the Contract. The Contract Hourly Rates shall not be paid for travel time to and from the work and lunch periods. Work performed in excess of eight hours per day and on Saturdays and Sundays and holidays shall be paid at the hourly rate.

The Contract Administrator shall have the right to direct the Contractor to provide services related to subsurface explorations that are not included in the description of the work items, and the Contractor shall perform these services. The Department and the Contractor shall mutually agree to the payment basis for these services.

Payment shall be made to the Contractor based on its satisfactory performance of the work and submittal of monthly invoice vouchers that are satisfactory to the Department. These invoices shall contain, project number, location of the work covered by the voucher, a description of the work performed for each period being invoiced and a breakdown of the labor and material costs. If more than one project is being invoiced, each project shall be broken down and subtotaled.

GENERAL DECISION ME030003 06/13/03 ME3  
General Decision Number ME030003

Superseded General Decision No. ME020003

State: Maine

Construction Type:  
HIGHWAY

County(ies):  
ANDROSCOGGIN CUMBERLAND

Highway Construction Projects Excluding Major Bridging  
(for example: bascule, suspension and spandrel arch  
bridges; those bridging waters presently navigating or  
to be navigable; and those involving marine construction  
in any degree); tunnels, building structures in rest area  
projects and railroad construction.

Modification Number      Publication Date  
0                              06/13/2003

COUNTY(ies):  
ANDROSCOGGIN CUMBERLAND

SUME4025A 10/24/2000

	Rates	Fringes
CARPENTERS	11.30	1.95
ELECTRICIANS	17.90	2.30
LABORERS		
Flaggers	6.00	
Landscape	7.99	.72
Unskilled	8.69	1.08
POWER EQUIPMENT OPERATORS		
Backhoes	12.39	2.00
Bulldozers	11.13	1.94
Excavators	11.24	1.31
Loaders	11.19	1.82
Rollers	10.16	1.56
TRUCK DRIVERS		
Dump	9.02	1.39
Two axle	9.08	1.28

WELDERS - Receive rate prescribed for craft performing operation  
to which welding is incidental.

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates  
listed under that identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

GENERAL DECISION ME030009 06/13/03 ME9  
 General Decision Number ME030009

Superseded General Decision No. ME020009

State: Maine

Construction Type:  
 HIGHWAY

County(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

ENGI0004V 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Pavers	16.51	6.00
Rollers	16.51	6.00

SUME4024A 10/24/2000

	Rates	Fringes
CARPENTERS	11.60	1.51
IRONWORKERS		
Structural	12.03	1.58
LABORERS		
Drillers	10.00	2.50
Flaggers	6.00	
Guardrail Installers	7.92	
Landscape	7.87	.16
Line Stripper	8.69	.23
Pipelayers	9.21	2.31
Rakers	9.00	1.51
Sign Erectors	10.00	
Unskilled	8.66	1.38
Wheelman	8.50	.43
POWER EQUIPMENT OPERATORS		
Backhoes	11.87	2.05



Bulldozers	12.33	2.88
Cranes	14.06	1.75
Excavators	12.38	2.48
Graders	13.06	3.73
Loaders	11.41	2.87
Mechanics	13.18	2.57

#### TRUCK DRIVERS

Dump	9.35	3.10
Tri axle	8.70	1.18
Two axle	8.56	2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

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Washington, D. C. 20210

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END OF GENERAL DECISION

GENERAL DECISION ME030010 06/13/03 ME10  
General Decision Number ME030010

Superseded General Decision No. ME020010

State: Maine

Construction Type:  
HIGHWAY

County(ies):  
PENOBSCOT

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging  
(for example: bascule, suspension and spandrel arch bridges;  
those bridging waters presently navigating or to be navigable;  
and those involving marine construction in any degree); tunnels,  
building structures in rest area projects and railroad  
construction.

Modification Number      Publication Date  
0                              06/13/2003

COUNTY(ies):  
PENOBSCOT

ENGI0004M 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Grader	16.51	6.00
Paver	16.51	6.00
Roller	16.51	6.00

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	Rates	Fringes
SUME4026A 10/24/2000		
CARPENTER		
Including Form Work	11.19	1.72
CEMENT MASON/FINISHERS	9.13	
IRONWORKERS		
Stuctural	17.50	1.70
LABORERS		
Landscape	7.84	
Rakers	10.18	2.14
Unskilled	8.73	1.71
POWER EQUIPMENT OPERATORS		
Backhoes	11.81	1.88
Bulldozers	13.12	2.72
Cranes	15.25	1.70
Excavators	11.69	2.40
Loaders	12.21	3.19
TRUCK DRIVERS		
Dump	9.27	
Two Axle	9.12	1.63
Tri Axle	10.63	2.11

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
 =====

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data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

GENERAL DECISION ME030011 06/13/03 ME11  
 General Decision Number ME030011

Superseded General Decision No. ME020011

State: Maine

Construction Type:  
 HIGHWAY

County(ies):  
 WASHINGTON

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigatin or to be navigable; and thos involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):  
 WASHINGTON

SUME4027A 10/24/2000

	Rates	Fringes
CARPENTERS	10.00	.76
LABORERS		
Flaggers	6.00	
Unskilled	8.75	
POWER EQUIPMENT OPERATORS		
Backhoes	12.17	
Bulldozers	10.96	
Excavators	10.50	
Loaders	18.23	
Rollers	18.23	
TRUCK DRIVERS		
Dump	9.47	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

SPECIAL PROVISION  
CORRECTIONS, ADDITIONS AND REVISIONS  
Standard Specifications - Revision of December 2002

SECTION 101  
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

SECTION 102  
DELIVERY OF BIDS  
(Location and Time)

102.7.1 Location and Time

Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SECTION 106  
QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: “This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content.”

Add the following to the beginning of paragraph 3 of A: “For pay factors based on Quality Level Analysis, and”

SECTION 107  
TIME

107.3.1 General Add the following: “If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President’s Day, Patriot’s Day, the Friday after Thanksgiving, and Columbus Day without the Department’s approval.”



## SECTION 402 PAVEMENT SMOOTHNESS

Add the following:

“Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

## SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may .....”

## SECTION 604 MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

## SECTION 615 LOAM

618.02 Materials Make the following change:

### Organic Content

### Percent by Volume

Humus  
Ignition Test

“5% - 10%”, as determined by

## SECTION 618 SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed ....”

Remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

## SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

## SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife

will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.

Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [ $\frac{1}{2}$  in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [ $\frac{3}{4}$  in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

## SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

## **Special Provision**

### **Section 103**

#### **Award and Contracting**

##### **103.1.1 Unit Prices Govern**

Add the following statement.

The award of these contracts shall be determined based on the total bid price as listed in the Geotechnical Explorations "Schedule of Prices". Work under this contract shall be assigned through Task Order assignments on an as needed basis and determined and calculated on the individual unit prices given in the "Schedule of Prices" for each item listed on the individual Task Order assignments.

Work assigned under this contract shall follow the following order: The Contractor with the lowest acceptable bid will have first option to accept the work assignment up to the maximum amount of their Contract Agreement Offer and Award. If for any reason this Contractor is unable to accept the work, the Contract Administrator shall contact the 2<sup>nd</sup> low bidder to do the work. If for any reason that the 2<sup>nd</sup> low bidder is unable to do the work, then the work will be assigned to the 3<sup>rd</sup> lowest bidder. Work not accepted by all eligible bidders may be offered to any remaining acceptable bidders that have reached the limit of their Contract Agreement Offer and Award based on the method described above.

Additionally, if during execution of the Contract, the low bid Contractor fails to complete the work on time and in a satisfactory manner, the Department reserves the right to go directly to the second low bid Contractor. Should the second low bidder also exhibit a failure to maintain quality and schedule, the Department has the right to go to the third low bid Contractor. If for some reason the third bidder does not meet the same criteria the Department reserves the right to not order any work at all from any of the Contractors and re-bid the work..

**SPECIAL PROVISIONS**  
**SECTION 104**  
**Utilities**

**MEETING**

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required.

**GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with these projects. Please notify known utilities or railroads having facilities presently located within the limits of these projects (3) weeks prior to any construction.

**AERIAL**

***Summary:***

The Contractor shall coordinate excavation, blasting and any other activities that may harm the existing Aerial facilities with utilities.

**SAFE PRACTICES AROUND AERIAL UTILITY FACILITIES**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

When the Contractor or others are involved in activities around any facilities, such as handling highway concrete safety barriers, doing temporary support of utility poles, requesting temporary safety covering of electrical power lines, excavating around underground utilities, etc., the Utilities request that they be notified at least five (5) working days in advance. The advance notice shall allow the utility the opportunity to be in attendance for the protection of their facility as well as promote worker safety

**SUBSURFACE**



***Summary:***

The Contractor shall coordinate excavation, blasting and any other activities that may harm the existing buried facilities with utilities.

**BLASTING**

In addition to any other notice that may be required, the Contractor shall notify an authorized representative of each utility having plant facilities close to the work site no later than ***FORTY-EIGHT*** hours before the blast. The notice shall state the approximate time of the blast.

**DIG SAFE**

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine “Dig Safe” System.

**MAINTAINING UTILITY LOCATION MARKINGS**

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY**

SPECIAL PROVISION  
SECTION 107  
PROSECUTION AND PROGRESS  
(Contract Time)

The specified contract completion date is July 31, 2005 for this Task Order Contract. Each individual Task Orders that are issued under this contract will have specific completion dates, to be determined on a project by project basis.

Special Provision  
Section 631  
Equipment Rental

Drill Rig for land will be paid for at an Hourly Rate payment is total reimbursement for all resources necessary to perform the item of work during the hours that the item is underway, Observation well materials, drill mud and other materials shall be incidental to the drill Rig Items. The Contractor and the Inspector shall keep records of the Contractor's time for performing the work.

Drill Rig for Water will be paid for at an Hourly Rate. Payment is total reimbursement for all resources necessary to perform the item of work during the hours that the item is underway, including the barge and transportation to and from, observation well materials, drill mud and other materials shall be incidental to the drill Rig Items. The Contractor and the Inspector shall keep records of the Contractor's time for performing the work.

Pay Item	Description	Pay Unit
631.40	Drill Rig Land	Hour
631.401	Drill Rig Water	Hour

**SPECIAL PROVISION****SECTION 656**

## Temporary Soil Erosion and Water Pollution Control

Standard Specifications, Section 656 is deleted and replaced by this Special Provision. The following information and requirements apply specifically to this Project.

- 1) If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan for his/her approval. At a minimum, the SPCCP shall include:
  - a) The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
  - b) General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
  - c) Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
  - d) A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section 105.2.2 - Project Specific Emergency Planning*.
- 2) The following information and requirements will constitute the Soil Erosion and Water Pollution Control Plan for this Project. The soil erosion and water pollution control measures associated with this work are as follows:
  - a) All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)
  - b) The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.
  - c) All areas where soil is disturbed, including access road tracks, shall be permanently stabilized with mulch (hay, straw, erosion control blanket, stone, or erosion control mix)

**SPECIAL PROVISION****SECTION 656**

## Temporary Soil Erosion and Water Pollution Control

on a daily basis. Where grass pre-existed, the area shall be seeded and mulched on a daily basis. All previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.

- d) Drill cuttings shall be disposed of in accordance with all federal, state, and local laws and regulations.
- e) When performing wash borings, drill cuttings shall be contained as necessary to prevent sediments from entering any drainage system or from washing into a protected water body or resource.
- f) Drill hole shall be stabilized by the end of Work each day.
- g) The Environmental Coordinator must inspect and maintain daily all erosion and sediment controls for the duration of the project.
- h) Any costs related to this plan shall be considered incidental to the contract.
- i) If the Project Resident directs activity that involves soil disturbance beyond the boring activity or that involves In-stream Work, all permits shall be obtained by the DOT, the Standard Specification 656 shall be re-instituted, and a full SEWPCP will be required and paid for as Extra Work, prior to the start of the new activity.

Special Provision  
Section 659  
Mobilization

Mobilization of each boring rig on land, regardless of type, shall include preparation for the work, dismantling the equipment, Driller, helper, all equipment, supplies and materials required to perform the work.

Mobilization of each boring rig on water, regardless of type, shall include preparation for the work, dismantling the equipment, Driller, helper, all equipment, supplies, and materials required to perform the work. The rig(s), and all personnel, equipment, supplies and materials shall be transported to and from the landside staging area. The Contractor shall provide a barge, and a means for moving it from boring site to site and a crane for loading the rig and equipment onto and off of the barge. The barge shall be of sufficient size to safely carry the Contractor's drill rigs, crew, equipment, and Inspector. The barge shall also be set up in such a way as to be easily positioned on the required boring locations. The crane shall be of sufficient size to safely swing the equipment and/or barge into position on the water. The Contractor shall provide sanitary facilities for the crew and the Inspector. Payment for these items shall be incidental to Mobilization Water.

Pay Item	Description	Pay Unit
659.12	Drill Rig Land	Each
659.121	Drill Rig Water	Each